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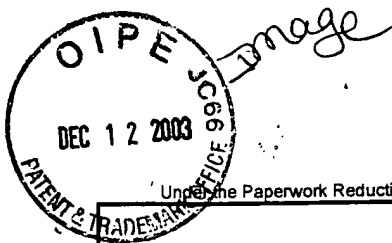
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1642

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Hercules, Inc.

Application No./Patent No.: 10/005,931 Filed/Issue Date: November 12, 2001

Entitled: Compositions and Methods of Use of Peptides in Combination with Biocides and/or Germicides

Arizona State University, a University
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

Kuhner, Carla

1. From: Romesser, James A. To: Hercules, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: Hercules, Inc. To: Arizona State University
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

12/5/03
Date

Telephone number

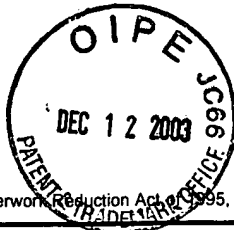
Gregory Raupp
Typed or printed name

[Signature]
Signature

Associate Vice President for Research
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/80 (11-03)

Approved for use through xx/xx/200x. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

☐ Practitioners associated with the Customer Number:

OR

☒ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number
Debra D. Norman	48,976
T. Romy Schlecht	47,061

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Assignee Name and Address:

Arizona Board of Regents
Brickyard Suite 601, Room 691AA
699 S. Mill Ave.
Tempe, AZ 85281

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Gregory B. Raupp		
Signature		Date	12/5/03
Title	Associate Vice President for Research	Telephone	

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/81 (09-03)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

Application Number	10/005,931
Filing Date	November 12, 2001
First Named Inventor	Kuhner, Carla
Title	Compositions & Methods of Use of Peptides in Combination with Biocides and/or Germicides
Art Unit	1642
Examiner Name	Zeman, Robert A.
Attorney Docket Number	HER-0048

I hereby appoint:

☐ Practitioners associated with the Customer Number:

OR

☒ Practitioner(s) named below:

Name	Registration Number
Debra D. Norman	48,976
T. Romy Schlecht	47,061

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☐ The address associated with the above-mentioned Customer Number:

OR

☐ The address associated with Customer Number:

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Jennings, Strouss & Salmon, P.L.C.				
Address	201 E. Washington St., 11th Floor				
Address					
City	Phoenix	State	AZ	Zip	85004-2385
Country	USA				
Telephone	602.262.5905	Fax	602.495.2668		

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Name	Gregory B. Rupp
Signature	<i>Gregory B. Rupp</i>
Date	12/5/03
Telephone	

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 3 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

DOCKET NO.: HER-0048

**PATENT
Joint Inventors**

**(Pending Application;
Serial No. Unknown)**

ASSIGNMENT

WHEREAS, we **Carla H. Kuhner and James A. Romesser**, hereinafter referred to as the assignors, residing respectively at **1 Letchworth Lane, Avondale, Pennsylvania 19311 and 5 Whitestone Lane, Kennett Square, Pennsylvania 19348** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. **HER-0048**, entitled **COMPOSITIONS AND METHODS OF USE OF PEPTIDES IN COMBINATION WITH BIOCIDES AND/OR GERMICIDES**; and

WHEREAS, **Hercules, Inc.**, hereinafter referred to as the assignee, of **Hercules Plaza, 1313 North Market Street, Wilmington, Delaware 19894-0001**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said

DOCKET NO.: HER-0048

PATENT
Joint Inventors

assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

We further authorize and direct our attorneys to insert below* the serial number and filing date of said application now identified as Case No. **HER-0048** as soon as the same shall have been made known to them by the United States Patent Office.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

12-13-01
Date

Carla H. Kuhner (L.S.)
Carla H. Kuhner

STATE OF DELAWARE :
COUNTY OF NEW CASTLE : SS

On this 13th day of December, year of 2001, before me personally came the above named CARLA KUHNER to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Joseph G. Ambrose
Notary Public

Dec 13, 2001
Date

James A. Romesser (L.S.)
James A. Romesser

STATE OF DELAWARE :
: SS
COUNTY OF NEW CASTLE :

On this 13th day of December, year of 2001, before me personally came the above named JAMES ROMESSER to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Joseph F. Antkowiak
Notary Public

*The above assignment covers application Serial No. _____, filed on _____, year of _____.

The above insertion made by me this _____ day of _____, year of _____.

of WOODCOCK WASHBURN LLP
Name: Patrick J. Farley
Registration No. 42,524

June 04, 2003

ASSIGNMENT OF INTEREST IN INTELLECTUAL PROPERTY

This Assignment is made on June 6, 2003, by Hercules Incorporated ("Hercules"), located at 1313 North Market Street, Wilmington, DE 19894, to and for the sole and exclusive benefit of the Arizona State University, of Tempe Arizona ("ASU"), which is tax-exempt state research university under §115 of the Internal Revenue Code.

RECITALS

Hercules has developed certain inventions, as described or claimed in the patent applications identified in attached Schedule A.

Hercules desires to transfer its rights in such inventions and such patent applications to ASU, any continuations or divisions based thereon, along with rights to any patents ensuing therefrom, any reissues or reexaminations based on any such patents, all foreign applications filed thereon, and patents granted therefrom, and including the right to claim priority under the International Convention (all collectively referred to as the "IP").

ASU is a tax-exempt state research university that wishes to acquire the IP for further development and exploitation along with ASU's pre-existing intellectual property and technical know-how. Hercules has agreed to donate the IP to ASU on the terms set forth below, in order to permit ASU to add the IP to its knowledge base for such purposes.

June 04, 2003

NOW, THEREFORE, the parties agree as follows:

1. Assignment. By signing below, Hercules assigns and conveys to ASU, its successors, assigns and legal representatives, the exclusive and entire ownership interest of Hercules in the IP, to be held by ASU, its successors, assigns and legal representatives, as it would have been held by Hercules had this assignment not been made (including all accrued rights of action, royalties and damages from any past or existing infringement or misappropriation of the IP). Hercules represents and warrants to ASU that it is the sole owner of the IP and that the IP is unencumbered by any liens, security interests, licenses, (WE will need to get the liens removed before signing this) rights to practice, options to license or purchase, claims, or any other encumbrances or adverse interests. Hercules acknowledges that it will retain no ownership interest or other claim to the IP following the execution of this Assignment. This assignment will be effective for the United States of America and for all foreign countries. Hercules makes this assignment as a donation to ASU. Subject to applicable laws and regulations and the policies and procedures of the Arizona Board of Regents and of the Arizona State University, ASU, , will execute any reasonable additional documentation that Hercules requests for its record-keeping purposes to confirm the donative intent of this assignment and ASU's status as a tax-exempt state research university. Hercules authorizes and requests and agrees to further authorize and request the Commissioner of Patents to issue all Letters Patent issuing from or as part of the IP to ASU, for its interest as ASU, its successors, assigns and legal representatives. Hercules, at the expense of ASU, shall execute any papers, provide any information and testify in any interference or litigation at the request of ASU, its successors, assigns and legal representatives, when deemed essential to ASU's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title to the IP and ther rights transferred. Hercules shall,

June 04, 2003

upon request of ASU, its successors, assigns or legal representatives, and without further remuneration, execute any papers for the filing and granting of foreign applications and the perfecting of title of the IP and applications in ASU, its successors, assigns or legal representatives.

Hercules further represents, warrants and covenants to ASU that:

(i) Hercules is a corporation duly organized, existing and in good standing under the laws of the State of Delaware, with full right, power and authority to enter into and perform this Agreement;

(ii) the execution, delivery and performance of this Assignment does not conflict with, violate or breach any agreement to which Hercules is a party, any court order to which Hercules is a party or subject to or Hercules' certificate of incorporation or bylaws;

(iii) this Assignment has been duly executed and delivered by Hercules and is a legal, valid and binding obligation enforceable against Hercules in accordance with its terms;

(iv) as of the execution date of this Assignment, for each patent application included in the IP, such patent application is pending, has not lapsed, expired or been abandoned, that all annuities and maintenance fees and other amounts owed in any jurisdiction or country in connection with such patent applications are paid in full and no outstanding payments are due or past due in such jurisdiction or country for the patent applications in the IP;

(v) Hercules shall fully pay any invoices received before, on or after the execution date of this Assignment relating to or arising out of any fees or expenses related to or arising from the IP incurred

June 04, 2003

prior to the execution date of this Assignment;

(vi) no patent applications within the IP have been involved in any reissue, reexamination, interference, opposition or equivalent or similar proceeding or in any litigation;

(vii) To the best of Hercules' knowledge, practice by ASU under the IP would not infringe on the rights of any third party;

(viii) Hercules does not own, possess, have any right, title or interest in any other patent or patent application or technical know-how not included within the IP which would be infringed by the practice or commercialization of the IP (including without limitation the development, manufacture, use, importation, exportation, offer for sale or sale of the any product or process covered by the IP). If Hercules does own, possess, have any right, title or interest in any such patent or patent application or technical know-how, Hercules hereby grants to ASU a non-exclusive, world-wide, fully paid up, irrevocable, sub-licensable license under any such patents and patent applications and technical know-how (including the patents which issue therefrom or claim priority thereto) for the limited and sole purpose of the practice or commercialization of the IP (including without limitation the development, manufacture, use, importation, exportation, offer for sale or sale of the any product or process covered by the IP) ; and

(ix) The valuation of IP was done by a third party for Hercules' benefit. ASU is not responsible for any information or omission of information contained in the valuation of the IP.

2. Acceptance. ASU hereby accepts this assignment of IP. Within one month of the execution of this Assignment, Hercules shall provide ASU a fully updated docket report for all of the patent applications included in the IP. The docket report shall include all deadlines upcoming in the three months following the execution date of this Assignment. Hercules shall make all prosecution files relating

June 04, 2003

to the IP immediately available to ASU. Within one month of the execution of this Assignment, Hercules shall have its patent counsel transfer all such files to ASU or patent counsel designated in writing by ASU. ASU shall have exclusive ownership of and the exclusive right to exploit the IP from and after the execution date of this Assignment, including without limitation, the right to prosecute patent applications in the United States and all foreign countries which describe or claim some or all of the IP.

3. Hercules Consultation. Hercules shall execute such additional documents as may be reasonably requested by ASU to document the donation and assignment of the IP to ASU, including without limitation, notices of assignment of the IP, including without limitation, the pending patent applications listed in Schedule A or included in the IP, and future patent applications. Hercules, at the expense of ASU, shall also make its personnel available to ASU, upon reasonable request and reasonable advance notice, for the purpose of consulting with ASU regarding the IP and all related technical know-
h w.

4. Indemnification and Limitation of Liability Hercules shall be responsible for, and shall defend and indemnify ASU, its affiliates, regents, officers, employees, agents and representatives against all losses, claims, lawsuits, proceedings, expenses, recoveries and damages, including reasonable legal expenses, costs and attorneys fees, arising out of: (i) any use of the IP by Hercules or its affiliates, employees or agents prior to the execution date of this Assignment; or (ii) any material breach of any representation or warranty given in this Assignment by Hercules; provided however, that: (a) ASU gives Hercules prompt notice of any such claim or lawsuit; (b) Hercules has the right to compromise, settle or defend such claim or lawsuit in accordance with the terms and conditions of this Assignment; and (c) ASU, at the expense of Hercules', cooperates with Hercules in the defense of such claim or lawsuit. ASU, at its expense, may participate in the defense of any such claim or lawsuit.

June 04, 2003

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS ASSIGNMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY PROVIDED HEREIN. THE LIMITATION OF THIS SECTION SHALL NOT APPLY, HOWEVER, TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ASSIGNMENT.

5. General. This Assignment shall be governed by U.S. patent. It shall be binding upon the parties and upon their respective successors and assigns. It may not be modified in any fashion except in a writing signed by the parties. Any notice or other communication regarding this Assignment shall be directed to the recipient at its last known business address and shall be given in writing by hand delivery or by facsimile, email or overnight courier with proof of delivery or by certified mail, return receipt requested. Notices shall be effective upon receipt. In the event that any provision contained in this Assignment shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Assignment shall not, at the election of the Party for whose benefit the provision exists, be in any way impaired. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If any of these are pertinent to this transfer then they should be written into or incorporated into the Assignment.

June 04, 2003

IN WITNESS WHEREOF, the parties have signed this Assignment on the day and year first above written.

Hercules:

DE Hercules Incorporated

By: 

Printed: W. H. Joyce

Title: Chairman and CEO

ASU:

Arizona State University

By: 

Printed: JONATHAN FINK

Title: VICE PRESIDENT RESEARCH

June 04, 2003

SCHEDULE A

**HERCULES INCORPORATED INTELLECTUAL PROPERTY ASSIGNED TO ARIZONA
STATE UNIVERSITY**

Intellectual Property Description

Patent Family 1:

TITLE: Compositions and Methods of Use of Peptides in Combination with Biocides and/or Germicides

Hercules Internal Docket No. 10209

Patent Application: US 10/005931 Filed Nov. 12, 2001

PCT Application: PCT/US02/35066 Filed Oct 31, 2002

Patent Family 2:

Title: Peptides, Compositions and Methods for the Treatment of Burkholderia Cepacia

Hercules Internal Docket No. 5078

Patent Application: US 09/881954 Filed June 15, 2001

PCT Application: PCT/US01/19312 filed June 15, 2001; Published as WO 01/98364 on Dec 27, 2001

National Stage Applications filed in AU, BR, CA, EP, IL, IN, JP, MX, PL

June 04, 2003

Patent Family 3:

Title: Chemically Modified Peptides, Compositions and Methods of Production and Use

Hercules Internal Docket No. 5080

Patent Application: US 09/882781 Filed June 15, 2001

PCT Application: PCT/US01/19400 June 15, 2001; Published as WO 01/98362 on Dec 27, 2001

National Stage Applications filed in AU, BR, CA, EP, IL, IN, JP, MX, PL

Technical Know- How:

PLEASE IDENTIFY